Ford v. Keith, 1 Mass. 139. The ground of this decision is that the contract for indemnity was without consideration, and that there was a mere substitution of the surety in place of the original payee; and that such a mere change of payee does not estop the debtor to plead usury. *Kendall v. Crouch,* 88 Ky. 199. But the dissenting justices point out that the payment of the original debt, the loss of the use of his money by the surety, and the giving of time to the principal was sufficient consideration; *Mann v. Bank,* 104 Ky. 852; and that the decision places the innocent surety in a position inferior to that of the mere assignee for value to whom the debtor has renewed the obligation, since against him the debtor is estopped to plead usury. *Stone v. McConnell,* 62 Ky. 54.

PRIVATE CORPORATION—INSOLVENCY—PREFERRING DIRECTORS.—NAPPANEE CANNING CO. v. REID, MURDOCK & CO., 64 N. E. 870 (IND.).—*Held,* that an insolvent private corporation may prefer its own directors, although their votes are necessary to accomplish the preference. Hadley, J., *dissenting.*

Several decisions support this doctrine without restriction; *Warfield, Howell & Co. v. Marshall & Co.,* 72 Ia. 666; *Planters Bank v. Whittle,* 78 Va. 737; others, with the qualification that the vote of the director preferred should not be necessary to secure the preference; *Savage v. Miller,* 56 N. J. Eq. 432; or that the transaction be carefully scrutinized; *Hulings v. Hulings Lumber Co.,* 38 W. Va. 351; or that the act be considered prima facie fraudulent. *Schufeldt v. Smith,* 131 Mo. 280. But the weight of authority upholds the contrary. *Smith v. Putnam,* 61 N. H. 632; *Atwater v. American Bank,* 151 Ill. 605. Although the reason generally advanced—that after insolvency, the directors are so far trustees for the creditors as to preclude preference—is hardly sound. *Bank v. Lumber Co.,* 90 Mich. 345; *Hollins v. Brierfield Co.,* 150 U. S. 371; *XII Yale Law Journal* 63.

NUISANCE—CONSTRUCTION OF SUBWAY—USE OF STREETS.—BATES v. HOLBROOK ET AL., 64 N. E. 181 (N. Y.).—Where sub-constractors on the New York City subway erect and maintain large storage structures which cause serious loss to immediately neighboring hotel proprietors and same could be as well maintained in sparsely settled districts or divided into small buildings, *held,* that they constitute a nuisance. Parker, C. J., and O'Brien, J., *dissenting.*

The legality of erecting the structures was unquestioned; Laws 1896, c. 729. But taking all the facts into consideration, they were permanent, and under the dictum of *Baltimore & P. R. Co. v. First Baptist Church,* 108 U. S. 317, constituted a nuisance. Benefit to the public is moreover no excuse. *Susquehanna Fertilizer Co. v. Spangler,* 86 Md. 562.

REAL PROPERTY—INFANT'S DEEDS—AFFIRMANCE.—SHIPP v. MCKEE ET AL., 32 So. 281 (MISS.).—Where a person remains silent regarding his deed executed during infancy, *held,* that he has, after reaching majority, the entire period allowed by the statute of limitations in which to disaffirm.

This is contrary to the general rule that an infant's deed must be disaffirmed within a reasonable time after majority. *Delano v. Blake,* 11 Wend. (N. Y.) 85; *Goodnow v. Empire Lumber Co.,* 31 Minn. 468. Statutes have been passed in at least two States to this same effect. *Leacox v. Griffith,* 76 Iowa 89; *Johnson v. Storie,* 32 Neb. 610. Decisions in accord with the case in hand, however, are common in some jurisdictions. *Wills v. Seixas,* 24 Fed. 82; *Prout v. Wiley,* 28 Mich. 164.